

DEFENDANTS'
EXHIBIT 332
Part 10 of 11

[SIGNATURE PAGES OMITTED]

CONFIDENTIAL

SERTA SIMMONS BEDDING, LLC
\$125 MILLION EXIT ABL FACILITY
SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

This term sheet (the “Term Sheet”) sets forth a summary of the principal terms and conditions for the Exit ABL Facility (as defined below). Unless specifically defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in (i) that certain ABL Credit Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the Petition Date, the “Prepetition ABL Facility”), by and among, *inter alios*, Holdings, the Borrowers, the lenders from time to time party thereto and UBS AG, Stamford Branch, as administrative agent, or (ii) the Commitment Letter to which this Exhibit A is attached, as applicable.

- Holdings: Dawn Intermediate, LLC, a Delaware limited liability company or the parent entity of the Top Borrower to be mutually agreed by the Borrowers and the Exit ABL Agent (“Holdings”).
- Borrowers: Serta Simmons Bedding, LLC, a Delaware limited liability company (the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing” and together with National Bedding and the Top Borrower, the “Borrowers”).
- Guarantors: The Borrowers’ obligations under the Exit ABL Facility (the “Exit ABL Obligations”), will be guaranteed (the “Guaranty”) on a joint and several basis by (x) Holdings and (y) each of the Top Borrower’s existing and subsequently acquired or organized wholly-owned domestic restricted subsidiaries other than any Borrower (collectively, the “Subsidiary Guarantors”; and the Subsidiary Guarantors, together with Holdings, the “Guarantors”; and the Guarantors, together with the Borrowers, the “Loan Parties”); provided, that certain subsidiaries (including Excluded Subsidiaries) will not be required to be Subsidiary Guarantors consistent with the Documentation Principles.
- Exit ABL Lenders: On the Exit ABL Facility Closing Date (as defined below), the debtor-in-possession asset-based revolving credit facility (the “DIP ABL Facility”) contemplated under the Senior Secured Super-Priority Debtor-in-Possession ABL Credit Agreement (the “DIP ABL Credit Agreement”) dated as of the date of the Commitment Letter by and between, *inter alios*, the Borrowers and Eclipse Business Capital LLC (“Eclipse”) will, subject to the terms and conditions set forth herein, be refinanced with a senior secured, asset-based revolving credit facility subject to a Borrowing Base (as defined below) and with commitments in an aggregate principal amount of \$125 million from Eclipse or its affiliates. The lenders making commitments under the Exit ABL Facility are collectively referred to as “Exit ABL Lenders and, together with the Exit ABL Agent and the Exit ABL Issuing Lender (each as defined below), the “Exit ABL Secured Parties”).

Exit Administrative Agent and Exit Collateral Agent: Eclipse will act as the sole and exclusive administrative agent and collateral agent for the Exit ABL Lenders (in such capacities, the “Exit ABL Agent”) and will perform the duties customarily associated with such roles.

SENIOR SECURED ASSET-BASED REVOLVING LOAN FACILITY

Type and Amount: A senior secured, asset-based revolving credit facility (the “Exit ABL Facility”), made available to the Borrowers in an initial aggregate principal amount of \$125 million (the “Exit ABL Commitments” and loans thereunder, the “Exit ABL Loans”). The Total Exit ABL Outstandings (as defined below) shall exceed \$20 million at all times, provided that Exit ABL Loans shall exceed \$10 million at all times.

Availability: The Exit ABL Facility shall be available on a revolving basis during the period commencing on the Exit ABL Facility Closing Date, subject to the limitations set forth under “Use of Proceeds” below and ending on the Exit ABL Termination Date (as defined below); provided that the aggregate amount of the Exit ABL Loans, unreimbursed Exit ABL Letter of Credit (as defined below) drawings and Exit ABL Letters of Credit outstanding under the Exit ABL Facility at any time (collectively, the “Total Exit ABL Outstandings”) shall not in total exceed an amount equal to the lesser of (a) the Exit ABL Commitments and (b) the then applicable Borrowing Base (such lesser amount, the “Line Cap” and the amount by which the Line Cap at any time exceeds the Total Exit ABL Outstandings, the “Availability”).

Borrowing Base: The “Borrowing Base” shall, at any time, equal the sum of the following as set forth in the most recently delivered Borrowing Base Certificate (as defined below):¹

- (a) 90% of the Loan Parties’ Eligible Trade Receivables (as described below) (provided, that if dilution exceeds 5%, the Exit ABL Agent may, at its option in its Permitted Discretion, (i) reduce such advance rate by the number of full or partial percentage points comprising such excess or (ii) establish a reserve on account of such excess); plus
- (b) (i) prior to the establishment of the net recovery percentage, the lesser of (A) \$15 million and (B) 15% of the lower of cost (determined on a FIFO basis) or market value of the Loan Parties’ Eligible Inventory (as described below) and Eligible In-Transit Inventory (as described below); or
 - (ii) after the establishment of the net recovery percentage, the lesser of (A) \$30 million and (B) the lower of (x) 65% of the lower of cost (determined on a FIFO basis) or market value of

¹ Canadian Borrowing Base option (and Canadian Loan Parties) to be determined, subject to business and legal diligence.

the Loan Parties' Eligible Inventory and Eligible In-Transit Inventory and (y) 85% of the net recovery percentage of such Eligible Inventory and Eligible In-Transit Inventory, multiplied by the cost of each such category of inventory;

provided that the aggregate amount of availability generated by Eligible In-Transit Inventory (after applying advance rates set forth above) pursuant to this clause (b) shall not exceed \$7.5 million; plus

- (c) up to \$40 million of unrestricted cash of the Loan Parties maintained in a deposit account at Wells Fargo (or another institution acceptable to the Exit ABL Agent in its sole discretion) that is subject to the Exit ABL Agent's first-priority security interest and a fully blocked account control agreement in favor of the Exit ABL Agent (pursuant to which the Exit ABL Agent is granted sole dominion and control over such account), it being agreed that any withdrawals from such account shall be subject to restrictions substantially similar to those for withdrawals from the "QC Blocked Account" set forth in the DIP ABL Facility); minus
- (d) the Availability Block (as defined below); minus
- (e) such reserves as the Exit ABL Agent may establish in its Permitted Discretion (as defined below).

The components of the Borrowing Base shall be defined in a manner substantially similar to the definitions of such terms in the Prepetition ABL Facility, with dollar amounts and percentage caps and other changes to be mutually agreed by the Borrowers and the Exit ABL Agent (including certain ineligibility criteria to be mutually agreed in connection with the DIP ABL Facility by the parties thereto, to the extent such criteria are not related to the Chapter 11 Cases).

"Availability Block" means an amount equal to the greater of (i) \$5 million and (ii) 10% of the Borrowing Base (calculated without giving effect to clauses (d) and (e) of the definition thereof).

The Borrowing Base will be computed on a monthly basis pursuant to a monthly borrowing base certificate (the "Borrowing Base Certificate") to be delivered by the Top Borrower to the Exit ABL Agent. The Borrowing Base Certificate shall be delivered within 15 days after the end of each month; provided, that, during any period during which a Weekly Reporting Condition (as defined below) exists, the Top Borrower will be required to compute the Borrowing Base weekly, with the applicable Borrowing Base Certificate to be delivered within 3 business days after the end of each week. The Top Borrower will be required to deliver related collateral reports and documents in scope and frequency to be mutually agreed by the Borrowers and the Exit ABL Agent (which collateral reporting, for the avoidance of doubt, may not be limited to the collateral reporting required under the Prepetition ABL

Facility).

In addition, notwithstanding anything to the contrary contained herein, in the event that, since the most recent delivery of a Borrowing Base Certificate, the Loan Parties (or any of them) consummate any transaction (including, without limitation, any investment, restricted payment or other disposition, or any designation of a restricted subsidiary as an Unrestricted Subsidiary (as defined below), but excluding dispositions in the ordinary course of business or to a Loan Party) that result in the disposition of, subordination of the Exit ABL Agent's liens on, or release of a Loan Party owning, ABL Priority Collateral (as defined below) (whether as part of a sale of capital stock or other equity interests or otherwise) with a value (as reasonably determined by the Top Borrower), individually for such transaction or in the aggregate for all such transactions since the most recent delivery of a Borrowing Base Certificate, in excess of the lesser of (x) \$5 million and (y) 5% of the Borrowing Base at such time, as a condition to the permissibility of the consummation of such transaction pursuant to any provision of Exit ABL Credit Documents (as defined below), (x) the Top Borrower shall have provided to the Exit ABL Agent an updated Borrowing Base Certificate (giving pro forma effect to such transaction) prior to the consummation of such transaction and (y) no overadvance shall exist after giving effect to such transaction (the foregoing, the "Updated BBC Condition").

"Permitted Discretion" means reasonable (from the perspective of a secured asset-based lender) credit judgment exercised in good faith in accordance with customary business practices of the Exit ABL Agent for comparable asset-based lending transactions.

"Weekly Reporting Condition" means (a) each period during which an Event of Default has occurred and is continuing and (b) each period from the date on which Availability is less than \$10 million to the date on which Availability has been at least equal to \$10 million for each day during a period of 20 consecutive calendar days.

The establishment or increase of any reserve against the Borrowing Base shall be limited to such reserves against the Borrowing Base as the Exit ABL Agent from time to time determines in its Permitted Discretion as being necessary to reflect items that could reasonably be expected to adversely affect (i) the value of the Eligible Trade Receivables, Eligible Inventory and/or Eligible In-Transit Inventory or (ii) the applicable ABL Priority Collateral, including without limitation the value, enforceability, perfection or priority of the Exit ABL Agent's Liens (as defined below) thereon or the Exit ABL Agent's access thereto (including customary rent reserves, in the absence of collateral access agreements and landlord waivers, with respect to locations in a landlord lien "priming" jurisdiction and other material inventory locations to be agreed); provided that no reserve may be taken after the Exit ABL Facility Closing Date based on any circumstance, condition, event or contingency known to the Exit ABL Agent as of the Exit ABL Facility Closing Date and for which no reserve was imposed on the Exit ABL Facility Closing Date, unless such circumstance, condition, event or

contingency has changed in any material adverse respect since the Exit ABL Facility Closing Date. After the Exit ABL Facility Closing Date, the Exit ABL Agent reserves the right to establish or modify any reserve against the Borrowing Base, acting in its Permitted Discretion, upon at least 2 business days' prior written notice to the Top Borrower (which notice shall include a reasonably detailed description of the reserve being established). During such 2-business day period, (x) the Exit ABL Agent shall, upon request, discuss any such reserve or change with the Top Borrower, and the Top Borrower may take any action that may be required so that the event, condition or matter that is the basis for such reserve or change no longer exists or exists in a manner that would result in the establishment of a lower reserve or result in a lesser change, in each case, in a manner and to the extent reasonably satisfactory to the Exit ABL Agent, and (y) such reserve or change shall be deemed to be in effect for purposes of determining availability for additional borrowings or other extensions of credit. Notwithstanding anything to the contrary herein, (a) the amount of any such reserve or change shall have a reasonable relationship to the event, condition or other matter that is the basis for such reserve or such change, (b) no reserve or change shall be duplicative of any reserve or change already accounted for through eligibility criteria (including collection/advance rates) and (c) no dilution reserve shall be imposed with respect to dilution other than as set forth in clause (a) of the definition of "Borrowing Base".

Maturity:

The Exit ABL Commitments shall terminate and the Exit ABL Loans will mature on the date (the "Exit ABL Termination Date") that is 4 years after the Exit ABL Facility Closing Date.

Exit ABL Letters of Credit:

\$10 million of the Exit ABL Facility shall be available for the issuance of letters of credit, including documentary letters of credit (the "Exit ABL Letters of Credit"), by Wells Fargo Bank, National Association (in such capacity, the "Exit ABL Issuing Lender"); provided that the Exit ABL Issuing Lender shall not be required to issue documentary or trade Exit ABL Letters of Credit without its consent.

The Exit ABL Credit Documents will contain terms for Exit ABL Letters of Credit substantially similar to those set forth in the DIP ABL Facility.

Use of Proceeds:

The Exit ABL Loans shall be made available to the Borrowers: (i) on the Exit ABL Facility Closing Date to (a) refinance all outstanding obligations and replace commitments under the DIP ABL Facility, including rolling the letters of credit outstanding thereunder, and (b) to pay the fees, costs and expenses incurred in connection with the transactions contemplated hereby (including fees and expenses related to the Loan Parties' emergence from the Chapter 11 Cases); and (ii) on and/or after the Exit ABL Facility Closing Date (a) to finance the working capital needs and other general corporate purposes of Holdings and its subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, the payment of transaction fees and expenses (in each case, including in connection with the transactions), acquisitions and other investments, restricted payments and any other purpose not prohibited by the Exit ABL Credit Documents), (b) for

payments contemplated by the Approved Plan (as defined below), and (c) payment of all reasonable and documented out-of-pocket costs, fees and expenses required by the Exit ABL Credit Documents and other fees and expenses in connection with the transactions on the Exit ABL Facility Closing Date.

ABL Incremental Facilities: None.

CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates: As set forth on Annex I to this Exhibit A.

Optional Prepayments and Commitment Termination: Exit ABL Loans may be prepaid and Exit ABL Commitments may be terminated (but may not be partially reduced), subject to payment of the applicable Early Termination Fee (as defined below), at the option of the Top Borrower at any time, subject to the concurrent cash collateralization (or, to the extent acceptable to the Exit ABL Issuing Lender, “backstop” or other replacement) of outstanding Exit ABL Letters of Credit at 103% of the face amount thereof and repayment of all other outstanding Exit ABL Obligations.

Mandatory Prepayments: To the extent that the Total Exit ABL Outstandings exceed the Line Cap, the Top Borrower shall, within 1 business day thereafter, repay the outstanding Exit ABL Loans (and, if there are no Exit ABL Loans outstanding, cash collateralize (or, to the extent acceptable to the Exit ABL Issuing Lender, “backstop” or replace) outstanding Exit ABL Letters of Credit at 103% of the face amount thereof) under the Exit ABL Facility in an amount equal to such excess.

COLLATERAL

The Exit ABL Obligations and the obligations of each other Loan Party under the Guaranty shall be secured by:

- (a) a perfected first-priority security interest (subject to customary ordinary course permitted prior liens to be mutually agreed) in substantially all now owned or hereafter acquired personal property of each Loan Party that consists of “ABL Priority Collateral” (to be defined substantially similar to the Prepetition Intercreditor Agreement referred to below); and
- (b) a perfected second-priority security interest (subject to customary ordinary course permitted prior liens to be mutually agreed) in substantially all now owned or hereafter acquired personal property and material real property of each Loan Party that consists of “Term Loan Priority Collateral” (to be defined substantially similar to the Prepetition Intercreditor Agreement);

in each case, excluding Excluded Assets (as defined consistent with the Documentation Principles; provided, that in no event shall any property included in the Borrowing Base constitute an Excluded Asset) (collectively, the “Collateral”).

“Exit First Lien Term Facility” means the term loan credit facility to be provided pursuant to the New Term Loan Credit Facility Agreement (as defined in the Restructuring Support Agreement to be entered into on the date hereof).

The Exit ABL Facility will be secured on a first-priority basis with respect to the ABL Priority Collateral and a second-priority basis with respect to the Term Loan Priority Collateral. The Exit ABL Facility will be *pari passu* in right of payment with the Exit First Lien Term Facility.

The lien priority, relative rights and other creditors’ rights issues in respect of the Exit ABL Facility and the Exit First Lien Term Facility will be set forth in an intercreditor agreement (the “Exit ABL Intercreditor Agreement”) that will be based upon and substantially similar to the ABL Intercreditor Agreement with respect to the Prepetition ABL Facility (the “Prepetition Intercreditor Agreement”), with such changes thereto as are reasonably agreed by the Top Borrower, the agent with respect to the Exit First Lien Term Facility and the Exit ABL Agent.

CERTAIN CONDITIONS

Conditions to Exit ABL Facility
Closing Date:

Each Exit ABL Lender’s obligation to provide its share of the initial extension of credit on the to Exit ABL Facility Closing Date shall be subject to the satisfaction (or waiver by Exit ABL Lenders) of the conditions precedent to be set forth in the Exit ABL Credit Documents and limited to the below (collectively, the “Exit ABL Facility Conditions Precedent” and the date on which such Exit ABL Facility Conditions Precedent are satisfied, the “Exit ABL Facility Closing Date”):

- (a) The Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to the Exit ABL Agent and the Exit ABL Lenders, confirming an “Acceptable Plan” under (and as defined in) the DIP ABL Facility (an “Approved Plan”) including approval of the Exit ABL Facility and the Exit First Lien Term Facility and releases and exculpation (the “Confirmation Order”), and the Confirmation Order shall have become a final order and shall not have been reversed, vacated, amended, supplemented or otherwise modified in any manner that would reasonably be expected to adversely affect the interests of the Exit ABL Agent or the Exit ABL Lenders and authorizing the Top Borrower and its restricted subsidiaries to execute, deliver and perform under the Exit ABL Credit Documents;
- (b) The Exit ABL Credit Documents (i) shall be in form and substance consistent with this Term Sheet and otherwise reasonably satisfactory to each of the Top Borrower and the Exit ABL Agent (such approval not to be unreasonably withheld, delayed or conditioned), and (ii) shall have been executed and delivered by each party thereto;

- (c) The “Effective Date” of the Approved Plan (the “Plan Effective Date”) and all material transactions contemplated in the Approved Plan or in the Confirmation Order to occur on the Plan Effective Date shall have occurred on the Exit ABL Facility Closing Date (or concurrently with the occurrence of Exit ABL Facility Closing Date, shall occur) in accordance with the terms thereof and in compliance with applicable law, the applicable orders of the Bankruptcy Court and material regulatory approvals;
- (d) All obligations under the DIP ABL Facility shall have been (or concurrently with the Exit ABL Facility Closing Date shall be) repaid in full in cash (or, with respect to letters of credit outstanding thereunder, deemed issued under the Exit ABL Facility);
- (f) The Exit ABL Agent shall have received satisfactory evidence that immediately after the consummation of the Approved Plan, total outstanding third party debt for borrowed money outstanding (excluding letters of credit or drawn amount under the Exit ABL Facility or any capital leases) and net of unrestricted cash and cash equivalents of the Top Borrower and its restricted subsidiaries shall not exceed \$350 million;
- (g) The Exit ABL Agent shall have received satisfactory evidence that immediately after the consummation of the Approved Plan, total unrestricted cash and cash equivalents of the Top Borrower and its restricted subsidiaries shall be no less than \$50 million;
- (h) All fees, costs and expenses that are due with respect to the Exit ABL Facility and payable prior to or on such date (including legal fees, costs and expenses, to the extent invoiced at least two business days prior to the Exit ABL Facility Closing Date), shall have been paid or reimbursed;
- (i) Delivery of customary documents and certificates (including organizational documents, evidence of corporate authorization and specimen signatures) and customary legal opinions dated as of the Exit ABL Facility Closing Date and such other documentation that the Exit ABL Agent may reasonably request in order to effectuate the Exit ABL Facility; and
- (j) Eclipse shall be a lender under the DIP ABL Facility, and no Event of Default (as defined thereunder) shall have occurred and be continuing thereunder on the Exit ABL Facility Closing Date (or, if earlier, the date upon which the DIP ABL Facility was terminated).

Conditions to all Extensions of Credit:

The Exit ABL Lenders’ obligation to provide any extensions of credit on and after the Exit ABL Facility Closing Date (other than any amendment, modification, renewal or extension of an Exit ABL Letter of Credit which does not increase the face amount of such Exit ABL

Letter of Credit) shall be subject to the satisfaction of the conditions set forth in the Exit ABL Credit Documents and limited to:

- (a) the accuracy in all material respects of all representations and warranties in the Exit ABL Credit Documents as of the date of the relevant extension of credit, except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be required to be accurate in all material respects as of such earlier date,
- (b) there being no default or Event of Default in existence at the time of, or after giving effect to the making of, such extension of credit,
- (c) delivery of a customary borrowing notice or request for issuance of an Exit ABL Letter of Credit, as applicable, and
- (d) the Total Exit ABL Outstandings not exceeding the Line Cap.

DOCUMENTATION

As used herein, the “Exit ABL Credit Documents” means, collectively, the credit agreement (the “Exit ABL Credit Agreement”) and other credit documents (including the Exit ABL Intercreditor Agreement), and all other related agreements and documents creating, evidencing, or securing indebtedness or obligations of any of the Loan Parties to any Exit ABL Secured Parties on account of the Exit ABL Facility or granting or perfecting liens or security interests by any of the Loan Parties in favor of and for the benefit of the Exit ABL Agent, for itself and for and on behalf of the Exit ABL Secured Parties, as same now exists or may hereafter be amended, modified, supplemented, ratified, assumed, extended, renewed, restated, or replaced, and any and all of the agreements, certificates and documents currently executed and/or delivered or to be executed and/or delivered in connection therewith or related thereto, by and among any of the Loan Parties, the Exit ABL Agent and the other Exit ABL Secured Parties.

The Exit ABL Credit Agreement will be based upon the Prepetition ABL Facility with such changes thereto as are appropriate to reflect (i) terms customary and usual for exit financings of this type (with materiality qualifications, thresholds, exceptions and baskets to be mutually agreed) and the terms and conditions and other provisions set forth in this Term Sheet, (ii) reasonable administrative agency and operational requirements of the Exit ABL Agent and (iii) changes in applicable law (the “Documentation Principles”). The Credit Documentation shall contain customary “J.Crew” and “Chewy” protections as reasonably agreed by the Top Borrower and the Exit ABL Agent.

Representations and Warranties:

Each of the Loan Parties will make all representations and warranties set forth in the Prepetition ABL Facility, subject to the Documentation Principles.

Affirmative Covenants:

Consistent with the Documentation Principles and limited to the following: delivery of (a) monthly financial statements within 30 days after the end of each fiscal month, (b) annual audited financial statements within 120 days after the end of each fiscal year accompanied by an opinion of a nationally-recognized independent accounting firm that is not subject to (i) a “going concern” qualification (but not a “going concern” explanatory paragraph or like statement) (other than a “going concern” qualification resulting from (A) the maturity of any indebtedness within the 4 fiscal quarter period following the relevant audit opinion or (B) the breach or anticipated breach of any financial covenant) or (ii) a qualification as to the scope of the relevant audit, (c) quarterly unaudited financial statements (for each of the first 3 fiscal quarters of each fiscal year) within 60 days after the end of each fiscal quarter, (d) an annual budget within 60 days after the end of each fiscal year, (e) officers’ certificates and other information reasonably requested by the Exit ABL Agent, (f) concurrently with the delivery of annual and quarterly financial statements, a compliance certificate, and (g) notices of default, certain events that would reasonably be expected to have a Material Adverse Effect, and certain information regarding Collateral; maintenance of books and records; maintenance of existence; compliance with laws (including, without limitation, ERISA, environmental laws, FCPA, OFAC and the PATRIOT Act); environmental matters; maintenance of property and insurance (including, maintenance of flood insurance on all mortgaged property that is in a special flood hazard zone, from such providers, on such terms and in such amounts as required by the Flood Disaster Protection Act (where applicable) as amended from time to time); payment of taxes; right of the Exit ABL Agent to inspect property and books and records (subject, absent a continuing Event of Default, to frequency and cost reimbursement limitations); use of proceeds; designation of Unrestricted Subsidiaries; cash management; further assurances, including without limitation on guaranty and Collateral matters (including, without limitation, with respect to (A) additional guarantees and security interests in after-acquired property and (B) the mortgage of material real property, subject to the parameters set forth under “COLLATERAL” above); delivery of the Borrowing Base Certificates required above under the heading “Borrowing Base” and other customary asset-based lending reporting requirements; and right of the Exit ABL Agent and its representatives to conduct, at the Borrowers’ expense, (A)(x) one field examination in each consecutive 9-month period after the Exit ABL Facility Closing Date at the Exit ABL Agent’s discretion and (y) one appraisal in each consecutive 12-month period after the Exit ABL Facility Closing Date at the Exit ABL Agent’s discretion, and (B) unlimited field examinations and appraisals after the occurrence and during the continuance of any Event of Default).

Financial Covenant:

None.

Cash Management/Cash Dominion:

During a Cash Dominion Period (as defined below), upon delivery of a written notice by the Exit ABL Agent to the Top Borrower, the Exit ABL Agent shall have the right to require that any amount on deposit in any such controlled account (subject to customary exceptions and thresholds to be mutually agreed in the Exit ABL Credit Documents